

# Baucom Service, Inc.

9611 Morgan Mill Road Monroe, NC 28110 P. 800.284.9611 F. 704.753.2016 www.BaucomService.com

# **Customer Credit Application**

## **COMPANY INFORMATION**

Type (select one) · C	-corp · S-corp · LLC · Sole-	Proprietorship Tax ID
Name		Contact
Address		City/State/Zip
Phone	Fax	Website:
		Years in businessD&B No
OWNER INFORMATION	N	
1) Name		ress
Ownership %	Birthdate	SSN
2) Name	Addr	ressSSN
Ownership %	Birthdate	SSN
COMPLETE THIS SECTION	ON FOR RENTAL TRANSACTIO	DNS ONLY:
		Contact
Phone	Fax	Policy No
		CityContact
		Contact
Phone		
2) Credit Reference	Fox	Contact
3) Credit Reference	Fax	Contact
Phone	_Fax	
that this transaction is a acknowledges that they h in credit suspension or re Applicant to file for a refu to release information for	subject to the Baucom Service, nave been provided an opportunit evocation. If a valid tax exemption and with the state to which those or credit references.	payment is due NET 30 days from invoice date. Applicant acknowledge Inc. Terms and Conditions, acknowledges receipt of the same, and also ty to review the same. Applicant's failure to meet payment terms may result not certificate is not on file prior to billing, the responsibility remains with the etaxes have been remitted. Applicant agrees for the above listed reference.
Co-applicant Signature:		Date

24/7 Service • Your-Site™ Service • Truck & Trailer • Heavy Equipment • Rentals • Sales • Tires • Refrigeration • Metals www.BaucomService.com

### CREDIT APPLICATION TERMS AND CONDITIONS

I/We ("Customer" or "Applicant") certify that I am authorized to sign this credit application, and I authorize Baucom Service, Inc., affiliates, and or assoc. hereafter defer to as provider, to whom this application is made, or their agents, to investigate our credit worthiness and hereby authorize the references herein named to provide all information requested by creditor. I authorize Baucom Group to run a business principal report/personal credit report if needed. These terms may change from time to time, and notification to Applicant is not required, and Applicant hereby agrees to abide by the credit policy terms, in continuation, as modified. In the event credit is extended to applicants, I/we do hereby agree to and hereby subject myself/ourselves to the credit policy terms of Baucom Service, Inc., as well as the Baucom Service, Inc. Terms and Conditions. I/we hereby acknowledge receipt of the attached Terms and Conditions and also acknowledge that I/we have been provided an opportunity to review the same.

#### **UNCONDITIONAL PERSONAL GUARANTY**

I/We ("Guarantor") execute and deliver this Unconditional Personal Guaranty ("Guaranty") in consideration of, and to induce, Baucom Service, Inc.'s ("BSI") extension of credit to Customer ("Maker"). Guarantor acknowledges that BSI would not have extended such credit but for this Guaranty. Guarantor hereby irrevocably, absolutely, personally and unconditionally guarantees the payment in full, as and when payments are due, of any amount due and owing to BSI by Maker in relation to this Credit Agreement, the Rental Documents, or the Baucom Service, Inc. Terms and Conditions (the "Obligations") to BSI ("Payee") and all other fees, costs, expenses or other monies (including reasonable attorneys' fees) payable under the Obligations

Guarantor agrees that this personal guaranty (a) constitutes a guarantee of payment and not of collection; (b) constitutes the primary, direct, and joint and several obligation of any Guarantor; (c) may be enforced by the Payee without first making any effort to enforce or collect the debt guaranteed hereby against the Maker or any successor thereto or any other guarantor and without first filing suit or proceeding to obtain or assert a claim for personal judgment against the Maker or any successor thereto or any other guarantor; and (d) may be enforced by the Payee without first resorting to or exhausting any other security or collateral and without first having recourse to the Obligations or any documents securing payment of the Obligations; provided, however, that nothing herein shall prevent the Payee from suing on the Obligations with or without making each or any Guarantor a party to the suit or from exercising any of the rights under any documents securing payment of the Obligations.

This guaranty is a continuing guaranty of the obligations owing under the Obligations, independent of and in addition to any other guaranty, endorsement, surety agreement, collateral, or other agreement held by the Payee for the Obligations or any part thereof, whether executed or granted by any Guarantor or otherwise. The liability of any Guarantor hereunder shall be absolute and unconditional irrespective of, and the Guarantors waive any defense which may otherwise arise as a result of, any of the following: (i) any lack of validity or enforceability of the Obligations or any other document, agreement, or writing creating or evidencing any of the obligations owing under the Obligations, including, without limitation, the lack of validity or enforceability of all or any portion of any liens securing all or any part of the Obligations; (ii) any non-perfection of any lien in any collateral securing all or any part of the Obligations owing under the Obligations or any failure by the Payee to protect, preserve, or insure any collateral securing all or any part of the Obligations; or (iii) any event or circumstance which otherwise might operate under applicable law to discharge the liability of any Guarantor or might otherwise constitute or give rise to a defense available to the Maker, any Guarantor, or any other guarantor of any of the obligations owing under the Obligations, including, without limitation, any right conferred by N.C.G.S. § 26-7 et seq.

This guaranty shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the obligations under the Obligations are rescinded, voided, or rendered void or voidable as a preferential transfer, impermissible set-off, or fraudulent conveyance or must otherwise be returned or disgorged by the Payee as if such rescinded, avoided, or voidable payment had not been made.

IN WITNESS WHER	EOF, the Guarantor(s) has/ha	ave duly executed this Unconditional Personal Guaranty on this
day of	, 20	
		, Individually